

**MENTORING IN REMOTE AREAS**  
**CONTRACT NUMBER 07-023-YSD**

**1. PARTIES**

THIS CONTRACT is entered into by and between the State of Montana **Department of Corrections**, (hereinafter referred to as "the State"), whose address and phone number are **1539 11<sup>th</sup> Avenue, PO Box 201301, Helena, MT 59620, (406) 444-3930** and **Mountain Peaks, Inc.**, (hereinafter referred to as the "Contractor"), whose address and phone number are **922 First Avenue North, Suite 1, Great Falls, MT 59401** and **(406) 453-6784**.

**THE PARTIES AGREE AS FOLLOWS:**

**2. EFFECTIVE DATE AND DURATION**

**2.1 Contract Term.** This contract shall take effect on May 1, 2007 and terminate on April 30, 2009, unless terminated earlier in accordance with the terms of this contract. (Section 18-4-313, MCA)

**3. SERVICES AND/OR SUPPLIES**

In order to provide the most advantageous Parole supervision, Contractor must identify, train, and supervise contracted community members (Mentors) to provide mentoring, as needed, to these youth. Mentors must live in the community where the youth being mentored is placed and, as needed, shall:

- A. Serve remote areas of the state;
- B. Comply with ACA training standards for juvenile aftercare;
- C. Coordinate with assigned Juvenile Parole Officers to assure consistency of supervision goals and methods;
- D. Provide pre-mentoring services to youth in correctional facilities in order to ease the transition;
- E. Provide services specific to American Indian culture and wellness; and
- F. Cooperate with members of a support system made up of individuals within the community. All members must be familiar with the case and be able to communicate openly with other members of the support group regarding the case and the youth's participation in ongoing programming, as deemed necessary.

Members of this support system must include a Juvenile Parole Officer, a Law Enforcement Officer, a therapist, and foster family individuals. Members may also include education staff, religious community representatives, youth organization representatives, mentors, victim advocates, or representatives and other appropriately involved individuals.

Manage the total project by providing the following components, in accordance with the State policies and procedures:

- A. Recruit, hire, and train Mentors in each youth-placed community and perform criminal and child abuse registry checks on each Mentor before hiring. Training must include Cognitive Restructuring approach and gender specific issues;
- B. Use Cognitive Restructuring approach with youth; and

- C. Coordinate placement and treatment plans with designated Juvenile Corrections Division personnel in secure facilities and in communities.
  - i) Mentoring officers will communicate with all members of the team and continually inform the assigned parole officer of developments in the case.
  - ii) Mentoring officers will be available to guide youth and assist youth in accessing services – reminding of appointments, transporting when necessary and following up with collateral contacts.
  - iii) Mentoring officers will facilitate implementation of activities, as prioritized by community support teams, including therapeutic needs, leisure recreation, and educational and vocational activities.
- D. Submit annual reports to the State that identifies:
  - i) Number of youth served;
  - ii) Community of residence;
  - iii) Outcome:
    - 1. Return to secure care;
    - 2. Step up to transition;
    - 3. Mental health placement;
    - 4. Job;
    - 5. School;
    - 6. Family reunification;
    - 7. Restitution paid; or
    - 8. Victim/offender mediation completed.

#### **4. CONSIDERATION/PAYMENT**

**4.1 Payment Schedule.** In consideration for services to be provided, the State shall pay according to the following schedule:

- A. The State shall pay Contractor **\$7,661.25 per month**, not to exceed \$91,935.00 (ninety one thousand nine hundred thirty five and 00/100 dollars) annually, for Salary and Fringe Benefits for a Program Director and Regional staff in Bozeman and Malta.
- B. The State shall additionally pay Contractor for [documented and DEPARTMENT approved] Mentor wages and mileage (\$.485/mile) and youth activity costs, not to exceed \$106,640.00 (one hundred six thousand six hundred forty and 00/100 dollars) annually.
- C. The State agrees to pay Contractor within 30 days following receipt of a correct invoice for services/costs provided in accordance with this Contract.
- D. The State may withhold payments to Contractor if Contractor has not performed in accordance with the terms of this Contract.
- E. The Contract number must be referenced on all invoices and correspondence pertaining to this Contract.

**4.2 Withholding of Payment.** The State may withhold payments to the Contractor if the Contractor has not performed in accordance with this contract. Such withholding cannot be greater than the additional costs to the State caused by the lack of performance.

## **5. ACCESS AND RETENTION OF RECORDS**

**5.1 Access to Records.** The Contractor agrees to provide the State, Legislative Auditor, or their authorized agents access to any records necessary to determine contract compliance. (Section 18-1-118, MCA)

**5.2 Retention Period.** The Contractor agrees to create and retain records supporting the services rendered for a period of three years after either the completion date of this contract or the conclusion of any claim, litigation, or exception relating to this contract taken by the State of Montana or a third party.

## **6. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING**

The Contractor shall not assign, transfer, or subcontract any portion of this contract without the express written consent of the State. (Section 18-4-141, MCA) The Contractor shall be responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. No contractual relationships exist between any subcontractor and the State.

## **7. HOLD HARMLESS/INDEMNIFICATION**

The Contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

## **8. REQUIRED INSURANCE**

**8.1 General Requirements.** The Contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

**8.2 Primary Insurance.** The Contractor's insurance coverage shall be primary insurance with respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

**8.3 Specific Requirements for Commercial General Liability.** The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns, or subcontractors.

The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds; for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products, and completed operations; premises owned, leased, occupied, or used.

**8.4 Specific Requirements for Automobile Liability.** The Contractor shall purchase and maintain coverage with split limits of \$500,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), OR combined single limits of

\$1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of the contractor or its officers, agents, representatives, assigns, or subcontractors.

The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for automobiles leased, hired, or borrowed by the Contractor.

**8.5 Specific Requirements for Professional Liability.** The Contractor shall purchase and maintain occurrence coverage with combined single limits for each wrongful act of \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate per year to cover such claims as may be caused by any act, omission, negligence of the Contractor or its officers, agents, representatives, assigns, or subcontractors. Note: if "occurrence" coverage is unavailable or cost prohibitive, the Contractor may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of the contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three-year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

**8.6 Deductibles and Self-Insured Retentions.** Any deductible or self-insured retention must be declared to and approved by the state agency. At the request of the agency either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, or volunteers; or (2) at the expense of the Contractor, the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

**8.7 Certificate of Insurance/Endorsements.** A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages, has been received by the State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135. The Contractor must notify the State immediately, of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. The State reserves the right to require complete copies of insurance policies at all times.

## **9. COMPLIANCE WITH WORKERS' COMPENSATION ACT**

Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with sections 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither the contractor nor its employees are employees of the State. This insurance/exemption must be valid for the entire term of the contract. A renewal document must be sent to the State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135, upon expiration.

## **10. COMPLIANCE WITH LAWS**

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules, and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

## **11. INTELLECTUAL PROPERTY**

All patent and other legal rights in or to inventions created in whole or in part under this contract must be available to the State for royalty-free and nonexclusive licensing. Both parties shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use and authorize others to use, copyrightable property created under this contract.

## **12. CONTRACT TERMINATION**

**12.1 Termination for Cause with Notice to Cure Requirement.** The State may terminate this contract for failure of the Contractor to perform any of the services, duties, or conditions contained in this contract after giving the Contractor written notice of the stated failure. The written notice must demand performance of the stated failure within a specified period of time of not less than 30 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

**12.2 Reduction of Funding.** The State, at its sole discretion, may terminate or reduce the scope of this contract if available funding is reduced for any reason. (See section 18-4-313(4), MCA.)

## **13. LIAISON AND SERVICE OF NOTICES**

All project management and coordination on behalf of the State shall be through a single point of contact designated as the State's liaison. Contractor shall designate a liaison that will provide the single point of contact for management and coordination of Contractor's work. All work performed pursuant to this contract shall be coordinated between the State's liaison and the Contractor's liaison.

Karen Duncan will be the liaison for the State.

(Address): 1539 11<sup>th</sup> Avenue

(City, State, ZIP): Helena, MT, 59620

Telephone: (406) 444-4390

Cell Phone: (406) 439-4766

Fax: (406) 444-0522

E-mail: kduncan@mt.gov

Jeff Mangan will be the liaison for the Contractor.

(Address): 922 First Avenue North, Suite 1

(City, State, ZIP): Great Falls, MT 59401

Telephone: (406) 453-6784

Fax: (406) 453-6793

E-mail: jmangan@mountainpeaksinc.com

The State's liaison and Contractor's liaison may be changed by written notice to the other party. Written notices, requests, or complaints will first be directed to the liaison.

## **14. MEETINGS**

The Contractor is required to meet with the State's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the contract or to discuss the progress made by Contractor and the State in the performance of their respective obligations, at no additional cost to the State. Meetings will occur as problems arise and will be coordinated by the State. The Contractor will be given a minimum of three full working days notice of meeting date, time, and location. Face-to-face meetings are desired. However, at the Contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings two consecutive missed or rescheduled meetings, or to make a good faith effort to resolve problems, may result in termination of the contract.

## **15. CONTRACTOR PERFORMANCE ASSESSMENTS**

The State may do assessments of the Contractor's performance. This contract may be terminated for one or more poor performance assessments. Contractors will have the opportunity to respond to poor performance assessments. The State will make any final decision to terminate this contract based on the assessment and any related information, the Contractor's response and the severity of any negative performance assessment.

The Contractor will be notified with a justification of contract termination. Performance assessments may be considered in future solicitations.

**16. TRANSITION ASSISTANCE**

If this contract is not renewed at the end of this term, or is terminated prior to the completion of a project, or if the work on a project is terminated, for any reason, the Contractor must provide for a reasonable period of time after the expiration or termination of this project or contract, all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this contract, except for those terms or conditions that do not reasonably apply to such transition assistance. The State shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by the contract. If there are no established contract rates, then the rate shall be mutually agreed upon. If the State terminates a project or this contract for cause, then the State will be entitled to offset the cost of paying the Contractor for the additional resources the Contractor utilized in providing transition assistance with any damages the State may have otherwise accrued as a result of said termination.

**17. CHOICE OF LAW AND VENUE**

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana and each party shall pay its own costs and attorney fees. (See section 18-1-401, MCA.)

**18. SCOPE, AMENDMENT, AND INTERPRETATION**

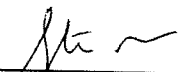
**18.1 Contract.** This contract consists of seven (7) numbered pages and any Attachments as required. In the case of dispute or ambiguity about the minimum levels of performance by the Contractor the order of precedence of document interpretation is in the same order.

**18.2 Entire Agreement.** These documents contain the entire agreement of the parties. Any enlargement, alteration or modification requires a written amendment signed by both parties.

**19. EXECUTION**


The parties through their authorized agents have executed this contract on the dates set out below.

**Department of Corrections  
Youth Services Division  
1539 11<sup>th</sup> Avenue  
PO Box 201301  
Helena, MT 59620**

  
\_\_\_\_\_  
Steve Gibson, Administrator  
Youth Services Division

5-29-07  
\_\_\_\_\_  
Date

**Mountain Peaks, Inc.  
Suite1  
922 First Avenue North  
Great Falls, MT 59401  
Federal ID # 81-0519345**

  
\_\_\_\_\_  
Jeff Mangan, President/CEO  
Mountain Peaks, Inc.

4/3/2007  
\_\_\_\_\_  
Date

Approved for Legal Content by:

Callen A. White

Legal Counsel  
Department of Corrections

5/24/07  
Date

Approved as to form:

Penny Moon

Penny Moon, Contracts Officer  
State Procurement Bureau

4/4/07  
Date